INVITATION FOR BIDS (IFB) NO. 98-023

TO

FURNISH, DELIVER, AND INSTALL
ADVANCED FUNCTION PRINTER

FOR

INFORMATION TECHNOLOGY SERVICES

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

APRIL, 1998

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

BIDDER'S REMINDER:

Tax Clearance Certificate or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 98-023, Advanced Function Printer, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at http://www.state.hi.us/bids/notice01.htm) and must be submitted no later than 2:30 p.m., April 30, 1998, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima,

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Star-Bulletin

Issue of: April 16, 1998

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

BID FORM

ТО

FURNISH, DELIVER, AND INSTALL ADVANCED FUNCTION PRINTER

Office of Procurement, Property and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Gentlemen:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 98-023, TO FURNISH, DELIVER, AND INSTALL ADVANCED FUNCTION PRINTER FOR INFORMATION TECHNOLOGY SERVICES, UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to furnish, deliver, and install the equipment at Information Technology Services, Systems Operations, 2565 The Mall, Keller Hall, Room 103, Honolulu, Hawaii 96822, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery and installation within THIRTY (30) consecutive calendar days from the date designated in the Notice to Proceed, as follows:

BASIC BID

PART 1 - EQUIPMENT REQUIRED

Total Amount

ONE (1) only, Advanced Function Printer, as per Technical Specifications.

. ------

Less Trade-in of ONE (1) IBM Page Printer

<\$____>

Type: 3825 Model: 001

Serial: 0000397

Adjusted Amount for Part 1

\$

Manufacturer and Model No. Offered ______

Price for Part 1 shall be f.o.b. destination, including installation costs, and all applicable taxes.

PART 2 - MAINTENANCE COSTS

Monthly <u>Maintenance</u>		No. of Months		Annual Cost
\$	Х	12	=	\$(1st year)
\$	X	12	=	\$(2nd year)
\$	X	12	=	\$(3rd year)
\$	X	12	=	\$(4th year)
\$	X	12	=	\$(5th year)

Part 2, Total Maintenance Costs = \$_____

Prices for Part 2 shall include all labor costs, travel time, and all applicable taxes.

PART 3 - ANNUAL COST OF SUPPLIES TO MAINTAIN EQUIPMENT

Annual cost of all customer replaceable supplies other than paper, and excluding those initially with the printer, when printing SIX MILLION (6,000,000) impressions per year at 4% toner coverage, as per Technical Specifications.

Part 3, Annual Cost of Supplies \$_____

Prices for Part 3 shall be f.o.b. destination, including all applicable taxes.

TOTAL AGGREGATE BID

TOTAL AMOU	NT, PART 3	=	\$
TOTAL AMOU	NT, PART 2	=	\$
TOTAL AMOU	NT, PART 1	=	\$

Bidders must bid on all items of Parts 1, 2, and 3 in order to be considered for award.

FOR INFORMATION ONLY

1st	Year	per	impression	usage	charge	\$
2nd	Year	per	impression	usage	charge	\$
3rd	Year	per	impression	usage	charge	\$
4th	Year	per	impression	usage	charge	\$
5th	Year	per	impression	usage	charge	\$

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the TOTAL AGGREGATE BID FOR PARTS 1, 2, AND 3.

The contract, if awarded, shall be in the amount of the bid price for Part 1, <u>Advanced Function Printer</u>. The University reserves the right to award Part 2, <u>Maintenance Cost</u>, and Part 3, <u>Annual Cost of Supplies</u>, under separate contract(s) and/or purchase order(s).

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

- 1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
- 2. Placing conditions on the furnishing of solicited goods or services.
- 3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
- 4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

CERTIFICATION OF COMPLIANCE (for Part 2 - Maintenance Costs)

The Certification of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in General Provision 2.8, Certification of Offeror Concerning Wages, Hours, and Working Conditions of Employees Supplying Services, is attached.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 7, please indicate remittance address below:

Street	Address	or	Р.	Ο.	Box
City	State		7	ai	Code

INFORMATION REQUIRED FROM BIDDER

Bidder is required to furnish the following information as part of the bid. The University reserves the right to reject the bid submitted by any bidder who does not provide complete information, whose performance on other jobs has been unsatisfactory, and who does not demonstrate that they can comply with the terms and conditions of the bid.

1.	Name of Company	
	Street Address	
	City and State	
	Phone Number	
	Fax Number	
	E-Mail Address	(if available)
	World Wide Web Address	
2.	Name of Account Manager responsible for University account	of Hawaii
3.	References (Firms where similar equipment has been	provided.)
	Name of Firm Address Contact Person	Phone No.
	1)	
	2)	
	3)	
4.	On a separate sheet, list the names of Contractor's based on the Island of Oahu to be utilized to serve University.	
TYPE	D NAME OF COMPANY REPRESENTATIVE	
SIGN	ATURE	
TITL	 E	

TELEPHONE

WAGE CERTIFICATE

SIGNATURE PAGE

CERTIFICATION FOR TAX CLEARANCE

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the Advanced Function Printer required. The Technical Specifications listed herein are the minimum requirements and are <u>mandatory</u> for an accepted bid.

- <u>Part 1</u>. Furnish, Deliver, and Install ONE (1) Advanced Function Printer, with the following specifications:
 - 1. Shall produce high volume simplex and duplex printing of Advanced Function Printing (AFP) documents on 8.5" x 11" and 8.5" x 14" cut-sheet paper, at a minimum rate of 50 impressions per minute, with a minimum duty cycle of 750,000 impressions per month.
 - 2. Shall be supported by IBM Print Service Facility/MVS V2.2, licensed Program Product No. 5695-040, on the University's IBM ES/9000 mainframe computer system, without the need for IBM program code modifications or additional mainframe program products from any supplier.
 - 3. Shall be fully compatible with all of the IBM Advanced Function Printing fonts and the customized FORMDEF, PAGEDEF, and overlay printer resources that are currently being used for the University's IBM 3825 Page Printer at 240 dpi resolution.
 - 4. Shall support the Intelligent Printer Data Stream (AFP/IPDS) through an IBM System 370 Channel Attachment.
 - 5. Shall provide printer operator control through the standard MVS/JES2 Operator Console to control print queues, restart capability, and management of printer output.
 - 6. Shall provide full error recovery on power outages and printer malfunctions without any loss of print output for AFP/IPDS data-streams.
 - 7. Shall perform at the minimum rated speed of 50 impressions per minute for complex AFP documents that use multiple test fonts and/or image graphics on each page.
 - 8. Shall print AFP documents at a minimum of 240 DPI.
 - 9. Shall provide near edge-to-edge printing, allowing 2.5 mm print border on all edges without loss of information or degraded print quality.
- 10. Shall have a minimum of TWO (2) input bins with a minimum total capacity of 2,500 sheets, and be able to handle different paper types and sizes.

- 11. Shall include installation services and a 3-month warranty, and on-going services provided 7 days a week with 24 hours per day coverage, including all State and Federal holidays.
- 12. Bidders shall provide with their bid, one copy of product literature including description, specifications, and any manuals that are needed for use of their product, and that may be needed for site preparation or customer maintenance.
- 13. Bidders must provide full-page and edge-to-edge print samples on 8.5"x 11" paper, that have been actually created on the printer being offered, which show:
 - a. 132-characters per line printer output with 3-line bar shading, in both 1-up/landscape/simplex/duplex and 2-up/portrait/simplex/duplex modes.
- 14. Bidders shall provide with their bid, a cross-reference list of these bid specifications indicating the manual or product literature and page reference which documents that the equipment offered conforms to the requirements of the technical specifications.
 - a. The University's System Engineering section shall review the specifications of the bidder's offered equipment to verify compatibility.
- 15. Bidders shall provide a reference list of at least THREE (3) customers who are using the equipment offered in an operating environment similar to the University.

Part 2. Maintenance Costs

- The monthly maintenance charge and the per impression usage charge shall be fixed for a FIVE (5)-year period from the date of installation. (See page BID - 2)
- 2. Bidders shall provide a cost analysis of a five-year maintenance contract which shall include:
 - a. The annual cost of maintenance and usage.
 - b. Three-month warranty when printing six million impressions per year (500,000 per month).
- 3. The Contractor's field engineering personnel shall respond on-site within four (4) hours after receipt of a trouble call from the University, and shall be available 24 hours per day, 7 days per week, 365 days per year, including all State and Federal holidays. In addition, the Contractor shall provide a toll-free telephone number for the University to utilize when requesting service or assistance.

4. Bidder shall also provide a breakdown as to how maintenance costs were calculated.

Part 3. Annual Cost of Supplies to Maintain Equipment

- 1. Bidder shall provide the annual cost of all customer replaceable supplies other than paper and excluding those initially shipped with printer, when printing 6 million impressions per year at 4% toner coverage.
 - a. Bidder shall also identify these supply items, specify their impression yields at 4% coverage, and give prices used in calculations, as well as the method of cost calculation.
- 2. Bidder shall provide a one-year supply agreement with price discounts, price protection of one year, and an automatic shipping schedule of all required supplies.

All questions pertaining to the Technical Specifications shall be directed to Vince Matsuda, Operations Supervisor, telephone (808) 956-2382; or Darrel Enoki, Operations Manager (808) 956-2402.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing, Delivery, and Installation of an Advanced Function Printer shall be in accordance with the terms and conditions of IFB No. 98-023 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: http://www.state.hi.us/bids/notice03.htm

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representatives of the Procurement Officer are Mr. Vince Matsuda, Operations Supervisor, telephone (808) 956-2382; and Mr. Darrel Enoki, Operations Manager, telephone (808) 956-2402.

3. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

4. SUBMITTAL OF TECHNICAL DATA

With their bids, bidders shall submit, in duplicate, manufacturer's literature or brochures with technical data and illustrations of the equipment being offered.

5. TRADE-IN

The IBM Page Printer to be traded by the University may be inspected by bidders. It shall be the bidder's responsibility to meet with the Technical Representative to inspect the trade-in for its general condition prior to bid opening. It shall also be the bidder's responsibility to ascertain which, if any of the optional features and/or equipment either installed or contained within the trade-in unit are to be considered a part of the trade-in. Condition of trade-in at the time of delivery may be

commensurate with its condition at the time of inspection; however, bidder is advised that trade-in will continue to be used until delivery and acceptance of the advanced function printer is completed.

6. DELIVERY AND INSTALLATION

Prior to delivery and installation, the Contractor shall contact one of the Technical Representatives to coordinate delivery and installation of the equipment. Contractor shall install the equipment in accordance with manufacturer's instructions within THIRTY (30) consecutive calendar days from the date designated in the Notice to Proceed. Final acceptance will be predicated upon complete installation and operation to the satisfaction of the University.

The Contractor shall be responsible for coordinating installation of the necessary electrical power requirements if needed for the offered printer.

7. TERM OF CONTRACT (APPLICABLE TO PART 2)

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall be in accordance with the bid prices set forth herein. Further, the University may terminate the contract at any time upon THIRTY (30) days' prior written notice.

8. TERM OF CONTRACT (APPLICABLE TO PART 3)

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with SPECIAL PROVISION 8, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time upon THIRTY (30) days' prior written notice.

9. ESCALATION CLAUSE (APPLICABLE TO PART 3)

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

10. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement, Property and Risk Management.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance requirements of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further

notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

11. MANUALS

The Contractor shall provide the University with operating and maintenance manuals of the equipment furnished under this contract.

12. TRAINING SESSIONS

The Contractor shall provide training sessions on the use and proper care of the printer. The Contractor shall coordinate with one of the Technical Representatives to arrange the date, time, and place for these sessions.

13. WARRANTY

The equipment furnished shall be new and as specified. The Contractor shall warrant that all workmanship and materials of equipment furnished under this contract shall be guaranteed for a period of THREE (3) months from the date of acceptance. The Contractor shall replace and/or repair any defective workmanship and/or materials at no cost to the University during the period of warranty, provided such defects are not due to abuse or negligence on the part of the University.

14. PAYMENT

The Contractor shall be remunerated no later than THIRTY (30) calendar days after submission of a properly executed original invoice and ONE (1) copy to Information Technology Services, Administrative Services, 2425 Correa Road, Sinclair 10, Honolulu, Hawaii 96822, and provided further, that the Contractor has satisfactorily:

- a. Completed delivery and installation of the equipment, or
- b. Performed maintenance services, or
- c. Provided operating supplies.

Invoices shall only be paid upon certification by authorized University personnel that the Contractor has satisfactorily performed the required work or services.

15. LIQUIDATED DAMAGES

Time being an essential part of this contract, in case of failure on the part of the Contractor to complete the work within the time specified and agreed upon, liquidated damages per calendar day shall be ONE-HUNDRED DOLLARS (\$100.00) for each day's delay after the date agreed upon. The findings of the University shall be accepted by the parties hereto as final; but, any allowance of time and remission of charges shall, in no other manner, affect the rights and obligations of the parties under this contract.

16. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, <u>original</u> tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

a. Internal Revenue Service, Compliance Division - LTC 300 Ala Moana Boulevard, #50089 Honolulu, Hawaii 96850-4922 Telephone No.: (808) 541-1160

b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

17. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled <u>Tax Clearance</u>, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University <u>original</u> tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

a. Internal Revenue Service, Compliance Division - LTC 300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160

b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229